

# EXHIBIT A

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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Orange

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Clerk of the Superior Court  
By Rita Strom, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE, CENTRAL DISTRICT**

CHARLOTTE ERNSTING, an individual,  
Plaintiff,

v.

PACIFIC BELL TELEPHONE  
COMPANY; HELMSMAN  
MANAGEMENT SERVICES, LLC;  
AT&T, INC.; FMR LLC; SEDGWICK  
CLAIMS MANAGEMENT SERVICES,  
INC; AON HEWITT BENEFIT  
PAYMENT SERVICES, LLC.; and  
DOES 1 through 100, inclusive,

Defendants.

Case No. 30-2015-00810513-CU-FR-CJC  
Judge Randall J. Sherman

**VERIFIED COMPLAINT FOR**

- 1. FRAUD – MISREPRESENTATION**
- 2. FRAUD – CONCEALMENT**
- 3. NEGLIGENT NONDISCLOSURE BY A FIDUCIARY**
- 4. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
- 5. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**
- 6. NEGLIGENCE**

Plaintiff CHARLOTTE ERNSTING complains and alleges as follows:

**GENERAL ALLEGATIONS**

1. Plaintiff CHARLOTTE ERNSTING (hereinafter “CHARLOTTE”) is, and at all times relevant herein was, an individual residing in the City of Costa Mesa, County of Orange, California.

1           2.       Defendant PACIFIC BELL TELEPHONE COMPANY (hereinafter PACIFIC  
2 BELL) is, and at all times relevant herein was, a corporation organized and existing under the laws  
3 of the State of California and doing business in the County of Orange, State of California.  
4 Defendant PACIFIC BELL TELEPHONE COMPANY employed Plaintiff.

5           3.       Defendant HELMSMAN MANAGEMENT SERVICES is, and at all times relevant  
6 herein was, a limited liability company organized and existing under the laws of the State of  
7 Massachusetts and doing business in the County of Orange, State of California. Defendant  
8 HELMSMAN MANAGEMENT SERVICES administers Plaintiff's Workman's Compensation  
9 benefits.

10          4.       Defendant FMR LLC is and at all times relevant herein was, a limited liability  
11 company organized and existing under the laws of the State of Delaware and doing business in the  
12 County of Orange, State of California. Defendant FMR LLC administers Plaintiff's pension  
13 benefits.

14          5.       Defendant AT&T CORPORATION, formerly SBC Communications, Inc., is, and  
15 at all times relevant herein was, a corporation organized and existing under the laws of the State  
16 of New York and doing business in the County of Orange, State of California.

17          6.       Defendant SEDGWICK CLAIMS MANAGEMENT SERVICES, INC. is, and at  
18 all times relevant herein was, a corporation organized and existing under the laws of the State of  
19 Illinois and doing business in the County of Orange, State of California.

20          7.       Defendant AON HEWITT BENEFIT PAYMENT SERVICES, LLC is, and at all  
21 times relevant herein was, a limited liability company organized and existing under the laws of the  
22 State of Illinois and doing business in the County of Orange, State of California.

23          8.       This judicial district is the proper venue for this action because Plaintiff and  
24 Defendants entered into the transactions, contracts and relationships that are the subject matter of  
25 this action in this judicial district. Further, this is the judicial district where defendants' liability  
26 arose and where defendants' defaults, acts, and/or omissions occurred.

27          9.       The true names and capacities of defendants sued herein as DOES 1 through 100,

28                   I

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1 inclusive (the "Doe Defendants"), whether individual, corporate, associate or otherwise, are  
2 unknown to Plaintiff who therefore sues said defendants by such fictitious names pursuant to Code  
3 of Civil Procedure §474. Each of said Doe Defendants is responsible in some manner for the  
4 events herein referred and caused injury and damages proximately thereby to Plaintiff as  
5 hereinafter alleged. Plaintiff will seek leave to amend this Complaint to state the true names and  
6 capacities when ascertained.

7 10. Plaintiff is further informed and believes and based thereon alleges that at all times  
8 herein mentioned each of the Defendants sued herein was the agent, servant, and employee of its  
9 or his or her Co-Defendants, and in so doing the things hereinafter alleged was acting within the  
10 scope of its, his or her authority as such agent, servant and employee and with the permission and  
11 consent of its, his or her Co-Defendants.

12 11. On February 16, 1970, CHARLOTTE went to work for PACIFIC BELL in Garden  
13 Grove, California.

14 12. CHARLOTTE was victimized by the male technicians and management of  
15 Defendant PACIFIC BELL until she became so disabled that she could no longer continue her  
16 employment.

17 13. On or about February of 1995, CHARLOTTE filed an action for sex discrimination  
18 and constructive wrongful discharge in the Orange County Superior Court, *Langhauser and*  
19 *Ernsting v. Pacific Bell*, Case number 742727.

20 14. The Superior Court Complaint described an environment of sexual harassment,  
21 sexual abuse, and disparate treatment so hostile, pervasive and severe that it was not only an  
22 intolerable working environment, but also caused CHARLOTTE tremendous anguish,  
23 embarrassment, humiliation, and anxiety such that CHARLOTTE became fully disabled and  
24 permanently incapable of working.

25 15. In January of 1997, after a full trial with detailed testimony describing the death  
26 threats, stalking, abuse and pornography CHARLOTTE had been subjected to, the jury awarded  
27 CHARLOTTE \$682,716 in general damages and \$1,800,000 in punitive damages plus attorneys  
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1 fees, prejudgment interest, and costs.

2 16. On or about March 7, 1997, CHARLOTTE was awarded judgment against  
3 PACIFIC BELL in the amount of \$3,683,728.30.

4 17. PACIFIC BELL appealed.

5 18. The Appellate Court struck down the punitive damages award, upheld the judgment  
6 in the amount of \$682,716 against PACIFIC BELL and remanded the matter to the trial court for  
7 a determination of the amount of any offset PACIFIC BELL might be entitled to for any stress-  
8 related disability payments made under the Workman's Compensation system.

9 19. On remand, PACIFIC BELL argued that they were entitled to an offset for the full  
10 amount of the remaining general damages portion of the judgment based on PACIFIC BELL's  
11 obligation to pay CHARLOTTE'S lifetime full disability benefits for the rest of CHARLOTTE'S  
12 life under the Workman's Compensation system.

13 20. In seeking to offset the entirety of CHARLOTTE's damages at the 2001 hearing,  
14 Defendants testified that CHARLOTTE would receive temporary disability and her disability  
15 pension benefits for life.

16 21. HELSMAN further testified that CHARLOTTE would receive full medical benefit  
17 coverage from PACIFIC BELL for the rest of her life and would never be forced to undergo  
18 additional independent medical examinations or otherwise have her case reevaluated.

19 22. Based on the Defendants' representations, the Superior Court offset the damages  
20 portion of the judgment on the basis of future payments.

21 23. The representations made to the Superior Court by the Defendants were false and  
22 the Defendants knew they were false when made.

23 24. In fact, Defendants failed and continue to fail, to make the promised disability  
24 payments, refused to pay medical and prescription costs, failed to make pension payments, and  
25 sought termination of CHARLOTTE's Workman's Compensation benefits.

26 25. The exact amount of the unpaid benefits shall be determined at trial but are not less  
27 than \$75,000.



1           34. Plaintiff did not know that the representations were false when made and justifiably  
2 relied upon the truth of Defendants' false representations to Plaintiff's detriment and damage.

3           35. As a direct and proximate result of Defendants' misrepresentations, Plaintiff has  
4 been damaged in an amount to be shown according to proof at trial.

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6                                   **SECOND CAUSE OF ACTION**

7                                   **[Negligent Misrepresentation – Against all Defendants]**

8           36. Plaintiff repeats, realleges, and incorporates by reference as though set forth in full  
9 each and every allegation contained in the General Allegations and the First Cause of Action.

10          37. Plaintiff is informed and believes and based thereon alleges that, at all times  
11 relevant herein, Defendants made representations as set forth above that Defendants had no  
12 reasonable grounds for believing to be true at the time such representations were made.

13          38. Plaintiff is informed and believes and based thereon alleges that, at all times  
14 relevant herein, Defendants individually, and while acting as agents for the other defendants, and  
15 each of them, made these representations with the intention of inducing Plaintiff to act in reliance  
16 on these representations in the same manner in which Plaintiff did act, or with the expectation that  
17 Plaintiff would so act.

18          39. Plaintiff reasonably and justifiably relied on Defendants' representations to  
19 Plaintiff's detriment and as a direct and proximate result of Defendants' actions, Plaintiff has been  
20 damaged in an amount to be shown according to proof at trial.

21  
22                                   **THIRD CAUSE OF ACTION**

23                                   **[Concealment – Against all Defendants]**

24          40. Plaintiff repeats, realleges, and incorporates by reference as though set forth in full  
25 each and every allegation contained in the General Allegations and the First and Second Causes  
26 of Action.

27          41. Plaintiff is informed and believes and based thereon alleges, that Defendants  
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1 concealed and suppressed material facts, as set forth above, with the intent to defraud Plaintiff.

2 42. Defendants were under a duty to disclose the true facts to Plaintiff, of which  
3 Plaintiff was unaware, and which if known to Plaintiff would have prevented Plaintiff and the  
4 Superior Court from relying on Defendants.

5 43. Defendants' concealment and suppression of material facts directly and proximately  
6 caused Plaintiff to be damaged in an amount to be shown according to proof at trial.

7 44. Defendants' aforementioned conduct was willful and oppressive, fraudulent, and  
8 malicious. Plaintiff is therefore entitled to punitive damages.

9  
10 **FOURTH CAUSE OF ACTION**

11 **[Negligent Nondisclosure by a Fiduciary– Against all Defendants]**

12 45. Plaintiff repeats, realleges, and incorporates by reference as though set forth in full  
13 each and every allegation contained in the General Allegations and the First, Second, and Third  
14 Causes of Action.

15 46. Plaintiff had a fiduciary relationship with the Defendants, and each of them,  
16 whether directly or through the agency of the defendants. Plaintiff was required to rely on the  
17 representations of the Defendants as her insurers.

18 47. Plaintiff is informed and believes and based thereon alleges that Defendants  
19 possessed information material to Plaintiff's interests that the Defendants knew or should have  
20 known was material to Plaintiff.

21 48. Defendants' failure to disclose such material information to Plaintiff caused  
22 Plaintiff to be damaged in an amount to be shown according to proof at trial.

23 49. Defendants' aforementioned conduct was willful and oppressive, fraudulent,  
24 malicious. Plaintiff is therefore entitled to punitive damages.

25  
26 **FIFTH CAUSE OF ACTION**

27 **[Negligent Infliction of Emotional Distress – Against All Defendants]**

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**[Negligence – Against all Defendants]**

58. Plaintiff repeats, realleges, and incorporates by reference as though set forth in full each and every allegation contained in the General Allegations and the First through Sixth Causes of Action.

59. In doing the actions described above, the Defendants, and each of them, failed to use the skill and ordinary care that a reasonable person or would use in the performance of such activities and duties.

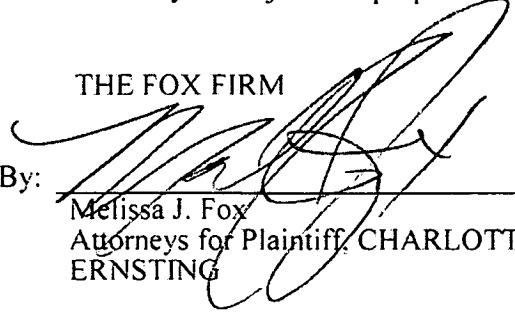
60. As a result of the Defendants' negligence in performing the acts and duties or failing to competently perform the acts and duties described above the Plaintiff suffered injury and damage as described above and in an amount to be shown according to proof at trial.

**DEMAND FOR JURY TRIAL AND PRAYER FOR DAMAGES**

Plaintiff hereby demands a jury trial. WHEREFORE, Plaintiff prays for judgment in her favor and against Defendants, and each of them, on all of the Causes of Action, as follows:

1. For compensatory, special, and consequential damages in an amount to be determined at trial, but in no event less than \$5,000,000;
2. For punitive damages;
3. For Attorney's fees and costs; and
4. For interest at the legal rate for all sums due;
5. For such other and further relief as the Court may deem just and proper.

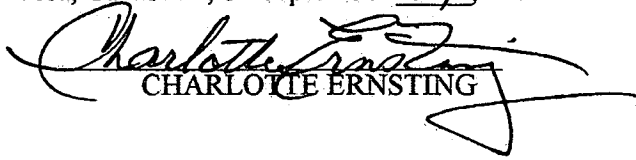
DATED: September 18, 2015

THE FOX FIRM  
By:   
Melissa J. Fox  
Attorneys for Plaintiff, CHARLOTTE  
ERNSTING

VERIFICATION

I am the Plaintiff in the above-entitled matter. I have read the Verified Complaint and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true. I certify (or declare), under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed at Costa Mesa, California, on September 17, 2015.

  
CHARLOTTE ERNSTING